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8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION**
10

11 In re
12 The Litigation Practice Group P.C.,
13 Debtor.

Case No. 8:23-bk-10571-SC
Chapter 11

**MOTION FOR PROTECTIVE ORDER
RE CONFIDENTIAL COMMERCIAL
INFORMATION OF MORNING LAW
GROUP, P.C.; MEMORANDUM OF
POINTS AND AUTHORITIES AND
DECLARATION OF JOSHUA
ARMSTRONG IN SUPPORT THEREOF**

*Filed concurrently with Application for Order
Setting Hearing on Shortened Notice [LBR
9075-1(b)]*

Date: To be determined
Time: To be determined
Crtrm.: 5C

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21 **TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES**
22 **BANKRUPTCY JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, THE**
23 **CHAPTER 11 TRUSTEE, THE OFFICIAL COMMITTEE OF UNSECURED**
24 **CREDITORS, AND OTHER INTERESTED PARTIES:**

25 Morning Law Group, P.C. ("MLG") hereby moves the Court pursuant to 11 U.S.C. § 107,
26 FRBP 9018 and 9037, and other applicable law, for entry of a protective order or other appropriate
27 relief to protect confidential commercial information of MLG, including settlement
28 communications that are the subject of planned mediation, from harmful public disclosure.

1 Together with this motion, MLG is filing an Application for Order Setting Hearing on
2 Shortened Notice [LBR 9075-1(b)]. Notice of any hearing on the motion will be upon the Court's
3 ruling on that application.

4 The grounds for relief are set forth in the below memorandum of points and authorities
5 which is supported by the declaration of Joshua Armstrong.

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7 DATED: June 3, 2024

SAUL EWING LLP

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9 By: /s/ Zev M. Shechtman
10 ZEV SHECHTMAN
11 Attorneys for Morning Law Group P.C.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

MLG is eager to comply with the demands for documents made by Estate Professionals. In doing so, MLG seeks to protect its confidential commercial information from public disclosure. The information at issue would give MLG's competitors an unfair advantage over MLG. MLG is being asked to publicize information that no privately held, non-debtor competitor of MLG would publicize because it would provide commercial advantage to competitors. This fact alone should give the Court pause. On the one hand, the estate wishes to receive payments from MLG. On the other hand, if not tempered by commercial reasonableness, the administration of this estate risks damaging MLG and the estate's ability to receive those very payments.

MLG understands that the request that MLG submit commercial information in public filings, including regarding any adjustments and calculations relating to purchase price payments to be made, was prompted by Greyson Law Center PC, a competitor of MLG affiliated with the Debtor and/or its former principals and managers, at the May 15, 2024 status conference.

MLG does not oppose providing this information to the Trustee, the Committee's professionals, or the United States Trustee. At this time, MLG seeks the Court's intervention to protect that information from being made public to the detriment of MLG and the estate.

The Trustee disagrees with MLG's calculation of the offsets to which MLG is entitled under the Asset Purchase Agreement ("APA"). Thus, there is a dispute between MLG and the Trustee. MLG and the Trustee have exchanged confidential settlement communications regarding this issue. MLG and the Trustee have decided to pursue mediation of this dispute. It would be anathema to basic canons of settlement negotiation and mediation to publicly file the parties' confidential settlement negotiations.

MLG requires the Court's protection so that it can comply with the Estate Professionals' demands for information without compromising its information and damaging its enterprise.

For these and other reasons, set for the below, MLG respectfully requests that the Court enter a protective order in the form of Exhibit "1" hereto and enter all other just and proper relief.

1 **II. FACTUAL BACKGROUND**

2 **A. The Dispute**

3 MLG acquired certain assets of the Debtor pursuant to the APA between the Trustee and
4 MLG. Pursuant to the APA, MLG is required to make certain payments to the Trustee. There is a
5 dispute between MLG and the Trustee regarding the calculation of the offsets to which MLG is
6 entitled under the APA.

7 **B. The Court's Request for Information and the Spreadsheet**

8 As part of ongoing settlement discussions between the Trustee and MLG, MLG shared a
9 certain Excel spreadsheet with the Trustee (the "Spreadsheet"). The Spreadsheet contains
10 proprietary business information of MLG that provides the backup for how MLG calculates what
11 MLG owes the Trustee. With the Spreadsheet, MLG has also shared with the Trustee a
12 confidential settlement memorandum setting forth MLG's position.

13 On May 15, 2024, MLG learned that at a status conference that day the Court provided
14 instructions to be relayed to MLG. The instructions relayed by the Committee to MLG were for
15 MLG to provide a status report by May 29, 2024 stating: (1) the dates purchase price payments
16 will be made by MLG to the Trustee under the APA; and (2) the related calculations and
17 adjustments.

18 MLG is informed that the request was prompted by comments made on the record by
19 counsel for Greyson Law Center PC, a competitor of MLG affiliated with the Debtor and/or its
20 former principals and managers.

21 On May 29, 2024, MLG filed a status report stating, among other things, that the timing of
22 purchase price payments was not yet determined with certainty (doc no. 1259). Further, the
23 detailed information that would be responsive to the request was provided to the Trustee in
24 confidence, was the subject of dispute, settlement discussions, and expected mediation. MLG
25 offered to submit it to the Court *in camera* or under seal. In response, the United States Trustee
26 and the Committee filed statements (doc. nos. 1266, 1267).

27 The Committee has asked MLG for a copy of the Spreadsheet. MLG was prepared to
28 share it, and similar information, with the Committee professionals only upon their confirmation

1 that it would be for “Professionals’ Eyes Only.” In response to MLG’s counsel’s request to keep
2 such information for Professionals’ Eyes Only, today the Committee agreed to keep the
3 Spreadsheet for professionals’ eyes only.¹

4 MLG is hopeful that the Committee will agree to receive all commercial information from
5 MLG on a Professionals’ Eyes Only basis. MLG is concerned that members of the Committee
6 may be competitors or may communicate with competitors of MLG. MLG does not believe that
7 the existing protective order (doc. no. 599) is sufficient protection, because the existing protective
8 order governs only (1) Audit Material, or (2) Protected Material containing Client Information.
9 MLG is not certain that all of the requested information falls squarely within those definitions.
10 Further, the existing protective order does not restrict Audit Material to Professionals’ Eyes Only.
11 MLG has concerns regarding Committee members receiving MLG’s confidential commercial
12 information because MLG is informed and believes that at least one of the Committee members
13 may be in communication with competitors of MLG and/or with the former principals of Debtor,
14 among other concerns regarding controlling and limiting the dispersion of MLG’s commercial
15 information. For example, Affirma, LLC, which was organized on April 26, 2023, appears to be
16 an entity intended to collect and distribute information to more than 400 people (according to its
17 website affirmallc.com). The identities of its 400 members are unknown to MLG. MLG is
18 informed and believes that there may be some association between one or more of these unknown
19 members and the former principals or managers of the Debtor.

20 On May 29, 2024, the Committee professionals sent a list of documents demands to MLG,
21 seeking a response by June 5, 2024. MLG is eager to provide appropriate responses, including all
22 responsive information, in a timely manner. MLG will be able to comply with the request upon
23 the Court’s entry of an order, as proposed herein, that all such information be provided to Estate
24 Professionals on a Professionals’ Eyes Only basis and not be publicly filed.

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27 ¹ The relief requested herein has not become moot, because the Committee’s agreement to keep it
28 for Professionals Eyes Only does not eliminate MLG’s requirements to comply with the Court’s
instructions.

1 **C. Harm to MLG**

2 MLG believes that publicly responding to the Court’s request of May 15, 2024, or filing
3 the Spreadsheet or the information in the Spreadsheet would not only be an inappropriate
4 disclosure of confidential settlement communications, but would be harmful to MLG for a number
5 of business reasons.

6 Without divulging the precise content in the Spreadsheet, a public filing would be harmful
7 to MLG because:

8 a. The Spreadsheet includes gross revenue totals from August 4, 2023 through the end
9 of the first quarter of 2024, by month and by client type, including revenue for clients that are not
10 subject to revenue sharing with the Estate.

11 b. The Spreadsheet includes payment processing revenue totals and operating
12 margins.

13 c. The Spreadsheet includes details regarding MLG client refunds.

14 d. The Spreadsheet includes details regarding Active Executory Contract clients – by
15 Client ID – whose contracts MLG did not assume. This information combined with other data in
16 the Spreadsheet could permit former principals or managers of the Debtor to identify and solicit
17 the non-assumed clients.

18 e. The Spreadsheet includes a map of client IDs from the old LPG customer
19 relationship management (“CRM”) software (Luna) to MLG’s new CRM which uses different
20 client IDs. Again, there is a risk that former principals or managers of the Debtor have a list of the
21 old LPG client IDs which could be exploited if given access to this information.

22 MLG is a privately owned company. MLG is not the Debtor. MLG has specific
23 contractual obligations under the APA, which do not transform MLG into an estate professional, a
24 fiduciary to the estate, or otherwise a party that is subject to statutory obligations like the Debtor,
25 the Trustee, the Committee, or the Office of the United States Trustee.

26 The general public—including competitors, including the former principals, managers or
27 affiliates of LPG—does not have a right to know the detailed information provided to the Trustee
28 in settlement communications or that is given to the Trustee, Committee, or Monitor in

1 confidence, as those parties are all working in good faith to comply with their obligations.

2 MLG has been willing to share that information with the Trustee and other estate
3 professionals only with appropriate safeguards in place.

4 It would harm MLG to divulge its business information in a public filing. It will also harm
5 the estate because, to the extent that MLG suffers losses as a result of publicly sharing its business
6 information, the estate will likely incur losses, as the estate has contractual rights to a portion of
7 certain income of MLG.

8 Similarly, it would be harmful to publicly file the settlement memorandum that was shared
9 with the Trustee's counsel in confidence. MLG is concerned about divulging settlement
10 communications in public filings. This would be a breach of norms among professionals to keep
11 settlement communications confidential and would likely chill the open exchange of settlement
12 communications in a case that requires such open exchanges.

13 **D. Ethical Compliance**

14 This is not a question of compliance with any law or professional responsibilities to LPG's
15 former clients. To the contrary, consistent with its obligations to its clients, MLG is duty-bound to
16 protect any information of its clients that third parties seek.

17 Moreover, the Monitor has repeatedly confirmed that MLG is engaged in ethical best
18 practices and that MLG is focused on ethical client services. The Monitor reported as recently as
19 May 15, 2024, that MLG "is demonstrating a 'clients-first' attitude" and demonstrates "proactive
20 honesty" in its practices. See Third Report of Ethics Compliance Monitor Nancy B. Rapoport,
21 doc. no. 1227 at ECF pp. 3-4.

22 This is purely a business and contract matter that should be left to the Trustee and MLG to
23 attempt to resolve through settlement discussions and mediation.

24 **E. Mediation**

25 MLG and the Trustee have already determined to pursue mediation to resolve their discrete
26 dispute. Accordingly, they are preparing to submit a request to appoint The Honorable Theodor
27 C. Albert, Chief Judge of the United States Bankruptcy Court for the Central District of
28 California, as mediator. MLG believes that the alternative to mediation would be an adversary

proceeding that would, like most litigation, ultimately be resolved by compromise. Accordingly, the parties' choice to move directly to mediation, reserving the option of litigation for later only if mediation fails, is a prudent use of the parties' resources. It is likely to result in a better outcome more quickly than litigation.

Mediation is a confidential process. It would be unhelpful to a successful resolution to force MLG to put its legal and factual positions in the public record.

III. LEGAL DISCUSSION

A. MLG's Confidential Commercial Information should be Protected

Bankruptcy Code section 107(b)(1) provides: "On request of a party in interest, the bankruptcy court **shall**, and on the bankruptcy court's own motion, the bankruptcy court may--(1) protect an entity with respect to a trade secret or confidential research, development, or **commercial information**. 11 U.S.C. § 107 (emphasis added).

Federal Rule of Bankruptcy Procedure ("FRBP") 9018 implements section 107, by stating as follows: "On motion or on its own initiative, with or without notice, the court may make any order which justice requires [] to protect the estate or any entity in respect of a trade secret or other confidential research, development, or commercial information." FRBP 9018.

Local Bankruptcy Rule ("LBR") 5003-2(c)(1) sets forth this Court's specific requirements:

Filing under Seal. Subject to 11 U.S.C. § 107, a document may not be filed under seal without a prior written order of the court. If a filing under seal is requested, a written motion requesting such relief and a proposed order must be presented to the judge in the manner set forth in The Central Guide.

LBR 5003-2(c)(1).

The Central Guide referenced in the LBRs states that a motion to file documents under seal: "must describe the nature of the information that the party asserts is confidential (without disclosing the confidential information) and explain why the information should not be publicly disclosed." The Central Guide at 5003-2(c), *Confidential Documents: Court Permission to File Under Seal* (quoted by *In re Phenomenon Mktg. & Ent., LLC*, No. 2:22-BK-10132-ER, 2023 WL 349426, at *2 (Bankr. C.D. Cal. Jan. 20, 2023) (Hon. Ernest M. Robles)).

1 In *Phenomenon Mktg. & Ent., LLC*, Judge Robles addressed, and ultimately overruled,
2 objections of a creditor and the United States Trustee to a motion to file documents under seal.
3 Judge Robles noted:

4 Confidential commercial information qualifies for protection under § 107(b) even if
5 it does not rise to the level of a trade secret. [] A party seeking a protective order
6 under § 107 need not satisfy Civil Rule 26, which provides that a protective order
7 may issue only “for good cause”:

8 When Congress addressed the secrecy problem in § 107(b) of the
9 Bankruptcy Code it imposed no requirement to show “good cause”
10 as a condition to sealing confidential commercial information. This
11 omission is particularly significant because FRCP 26(c), from which
12 the language of § 107(b) appears to have been drawn, expressly
13 required “good cause” to be established before a discovery
14 protective order could be granted—even when the material sought to
15 be protected was “a trade secret or other confidential research,
16 development, or commercial information.”

17 *In re Phenomenon Mktg. & Ent., LLC*, 2023 WL 349426, at *3–4 (internal citations and quotations
18 omitted).

19 Thus, once the bankruptcy court determines that the information is “confidential
20 commercial information,” protection of the information is mandatory. *Id.* at *4 (quoting *Phar-*
21 *Mor, Inc. v. Defendants Named Under Seal (In re Phar-Mor, Inc.)*, 191 B.R. 675, 679 (Bankr.
22 N.D. Ohio 1995); *Father M, et al. v. Various Tort Claimants (In re Roman Catholic Archbishop of*
23 *Portland in Oregon)*, 661 F.3d 417, 430–31 (9th Cir. 2011)).

24 “Confidential commercial information is information that, if disclosed, would afford an
25 ‘unfair advantage to competitors by providing them information as to the commercial operations
26 of the debtor.’” *In re Phenomenon Mktg. & Ent., LLC*, 2023 WL 349426, at *3 (quoting *Ad Hoc*
27 *Protective Comm. for 10 1/2% Debenture Holders v. Itel Corp. (In re Itel Corp.)*, 17 B.R. 942, 944
28 (B.A.P. 9th Cir. 1982)).

29 MLG has provided evidence regarding the nature of the information in the Spreadsheet and
30 accompanying memorandum, as well as the information requested by the Court on May 15, 2024.
31 It is confidential commercial information as it would be advantageous to competitors of MLG to
32 have access to the information. This puts MLG at an unfair disadvantage. MLG’s competitors are
33 not being asked to disclose their financials in public. Only MLG is being asked to do that, in a

1 case that is being closely observed by MLG’s competitors. Mr. Armstrong’s declaration discusses
2 MLG’s concerns regarding disclosing the information publicly, in particular because of the
3 likelihood that competitors would be advantaged by such disclosures. The same concerns apply to
4 other financial information that the Committee has demanded from MLG.

5 **B. The Information should also be Protected Under the Settlement and**
6 **Mediation Privileges**

7 Further, the rules of evidence and this Court’s general order regarding mediation require
8 protection of the information. Federal Rule of Evidence (“FRE”) 408(a)(2) makes “a statement
9 made during compromise negotiations about the claim” inadmissible. FRE 408(a)(2). Courts
10 generally exclude from evidence documents, memoranda and work-product exchanged during
11 settlement negotiations. “The philosophy of the Rule is to allow the parties to drop their guard
12 and to talk freely and loosely without fear that a concession made to advance negotiations will be
13 used at trial. *E.E.O.C. v. Gear Petroleum, Inc.*, 948 F.2d 1542, 1546 (10th Cir. 1991) (quoting
14 Steven A. Saltzburg & Kenneth R. Redden, Federal Rules of Evidence Manual 286 (4th ed.
15 1986)).

16 Some courts recognize a federal mediation privilege. The Central District of California is
17 one of them. “[T]his Court finds it is appropriate, in light of reason and experience, to adopt a
18 federal mediation privilege applicable to all communications made in conjunction with a formal
19 mediation. *Folb v. Motion Picture Indus. Pension & Health Plans*, 16 F. Supp. 2d 1164, 1179–80
20 (C.D. Cal. 1998), *aff’d*, 216 F.3d 1082 (9th Cir. 2000). The General Order of this Court governing
21 mediation also requires that mediation communications be kept strictly confidential. See Third
22 Amended General Order No. 95-01 (Jan. 5, 2010) at § 6.0 (“Confidentiality”)

23 The Trustee and MLG have been engaged in settlement discussions and have determined
24 to immediately undertake mediation in furtherance of those settlement discussions. The
25 Spreadsheet and accompanying memorandum were shared with the Trustee in the context of
26 actual settlement discussions and anticipated, soon to be actual, mediation. It would undermine
27 the alternative dispute resolution process to require MLG to publicly disclose information that will
28 be the subject of mediation.

MLG believes that the most appropriate path is to limit review of all of MLG's commercial information, the Spreadsheet, and accompanying memorandum to the Estate Professionals. MLG does not see a benefit of publicly filing information that is subject to a dispute with the Trustee, when the Trustee and MLG believe that the best path to a resolution is through settlement negotiations and mediation.

Forcing a public filing at this time would chill necessary settlement communication. At a later date, if and when the issue is ripe for the Court's review, it may be appropriate to file the Spreadsheet or other documents or information under seal or for *in camera* review.

IV. RELIEF REQUESTED

Accordingly, MLG requests that:

1. The Court not require MLG to file a further public response to the Court's May 15, 2024 request or to file the Spreadsheet, the accompanying memorandum, or other financial information at this time.

2. The Court order any Estate Professionals who receive the Spreadsheet, the accompanying memorandum, or other financial information from MLG to maintain them in strict confidence, only for the eyes of the Estate Professionals or the United States Trustee, and not to be publicly filed or shared with anyone else.

3. The Court authorize MLG or the Estate Professionals to file information relating to this dispute only under seal or *in camera* at any later date only:

(a) after the conclusion of MLG's mediation with the Trustee, if either of those parties commences an adversary proceeding before the Court; or

(b) if the Trustee files a motion to approve a compromise and the information is required to determine whether the compromise should be approved under FRBP 9019, or if an Estate Professional, or the United States Trustee determines that such information is necessary for the Court's determination of another contested matter.

Attached hereto as Exhibit "1" is a proposed order for such relief.

1 **V. CONCLUSION**

2 For the foregoing reasons, MLG respectfully requests that the Court enter the proposed
3 order in the form of Exhibit “1” and for such other and further relief the Court deems just and
4 proper in the circumstances.

5
6 DATED: June 3, 2024

SAUL EWING LLP

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8 By: /s/ Zev M. Shechtman
9 ZEV SHECHTMAN
10 Attorneys for Morning Law Group P.C.

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DECLARATION OF JOSHUA ARMSTRONG

I, Joshua Armstrong, declare as follows:

1. I am the managing shareholder of Morning Law Group, P.C. (“MLG”).

2. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would competently testify to such facts under oath, except as to those facts based on information and belief and, as to those facts, I believe them to be true.

3. I am an active member of the California bar in good standing.

4. In addition to being the managing shareholder of MLG, I have been in practice as a corporate attorney for over 25 years.

5. I and MLG’s counsel—Zev Shechtman of Saul Ewing LLP (previously of Danning, Gill, Israel & Krasnoff, LLP)—have communicated with the Trustee’s counsel regarding MLG’s calculations of the amount of payment due from MLG to the estate under the APA.

6. There is a dispute between the Trustee and MLG related to those calculations.

7. To support our calculation of the payment amount, we prepared an accounting that addresses MLG’s calculations through the end of Q1 2024 (the “Spreadsheet”). We provided the Spreadsheet to Trustee’s counsel. The Spreadsheet is original attorney work product that we prepared to address and settle that dispute.

8. I emailed the Spreadsheet to the Trustee’s counsel on April 15, 2024, and MLG’s counsel has also emailed it to the Trustee’s counsel.

9. Each time we emailed the Spreadsheet to the Trustee’s counsel, we sent it as a confidential communication and emphasized that it contains confidential proprietary business information of MLG.

10. I believe that the Spreadsheet and accompanying correspondence are confidential settlement communications provided expressly in the context of settlement communications.

11. Further, when Mr. Shechtman sent the Spreadsheet to the Trustee’s counsel, it was after he and the Trustee’s counsel discussed continuing settlement negotiations in a formal mediation. I am informed by our counsel that MLG and the Trustee are preparing to seek the Court’s approval to appoint the Honorable Theodor Albert, United States Bankruptcy Judge, as

1 mediator.

2 12. Further, the Spreadsheet is a compilation of sensitive proprietary business
3 information.

4 13. Competitors of MLG are actively engaged in this bankruptcy case. Some of them
5 would like nothing more than to take over the business that MLG acquired from LPG under the
6 APA.

7 14. Based on information recently learned, I am concerned that members of the
8 Committee may either be in communication with competitors of MLG or be somehow associated
9 with former principals or managers of the Debtor. For example, Affirma, LLC, which was
10 organized on April 26, 2023, appears to be an entity intended to collect and distribute information
11 to more than 400 people (according to its website affirmallc.com). The identities of its 400
12 members are unknown to MLG, but I am informed and believe that there may be some association
13 between one or more of these unknown members and the former principals or managers of the
14 Debtor with whom MLG is expressly forbidden from having dealings with per the Purchase
15 Agreement.

16 15. I am very concerned about sharing MLG's financial information with anyone other
17 than estate professionals, with the United States Trustee, or the Court in non-public submissions.

18 16. I believe that publicly sharing such information, including the Spreadsheet, would
19 be damaging to MLG for a number of business reasons. Without divulging the precise content in
20 the Spreadsheet, that is because:

21 a. The Spreadsheet includes the total gross revenue for MLG from August 4,
22 2023 through the end of Q1 2024, by month and by client type, including revenue for clients that
23 are **not** subject to fee sharing with the Estate.

24 b. The Spreadsheet includes payment processing revenue totals and operating
25 margins.

26 c. The Spreadsheet includes details regarding MLG client refunds.

27 d. The Spreadsheet includes details regarding Active Executory Contract
28 clients – by Client ID – whose contracts MLG did not assume. , This information combined with

1 other data in the Spreadsheet could be exploited by former principals or managers of the Debtor.

2 e. The Spreadsheet includes a map of client IDs from the old LPG CRM (to
3 MLG's new CRM which uses different client IDs. I am informed and believe that there is a risk
4 that former principals or managers of the Debtor have a list of the old LPG client IDs, which could
5 be exploited.

6 17. MLG is a privately owned company and not a debtor in chapter 11. MLG does not
7 publicly disclose its commercial information.

8 18. To my knowledge, MLG's competitors are not publicly sharing their financial
9 information. Thus, any public disclosure of MLG's financial information puts MLG at a
10 competitive disadvantage.

11 19. MLG is willing to share its confidential commercial information with the Trustee
12 and other estate professionals once appropriate safeguards are in place.

13 20. I believe that it would harm MLG to divulge its business information. To the
14 extent that MLG suffers losses as a result of publicly sharing its commercial information, those
15 losses will impact payments made to the estate.

16 21. MLG is, and always has been, focused on providing ethical, legally compliant, and
17 effective client services.

18
19 I declare under penalty of perjury under the laws of the United States of America that the
20 foregoing is true and correct.

21 Executed on this 3rd day of June, 2024, at Ventura, California.


22
23 
24 Joshua Armstrong

EXHIBIT 1

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5 Attorneys for Morning Law Group P.C.

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8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION**
10

11 In re
12 The Litigation Practice Group P.C.,
13 Debtor.

Case No. 8:23-bk-10571-SC

Chapter 11

**PROTECTIVE ORDER RE
CONFIDENTIAL COMMERCIAL
INFORMATION OF MORNING LAW
GROUP, P.C.**

Date: To be determined
Time: To be determined
Crtrm.: 5C

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18 The Court having read and considered the motion of Morning Law Group, P.C. (“MLG”)
19 pursuant to 11 U.S.C. § 107, FRBP 9018 and 9037, and other applicable law, for entry of a
20 protective regarding confidential commercial information of MLG; having held a hearing on June
21 __, 2024; having noted the appearances and oral arguments on the record; the Court hereby,

22 **ORDERS THAT:**

- 23 1. The Motion is granted.
- 24 2. The Court does not require MLG to file any financial information including the
25 Spreadsheet, the accompanying memorandum, or other settlement communications described in
26 the Motion, in any public filing.
- 27 3. The Trustee and his professionals, the Committee professionals and the Monitor
28 (the “Estate Professionals”) who receive the Spreadsheet, the accompanying memorandum, or

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1 other financial information from MLG, must maintain them in strict confidence, only for the eyes
2 of the Estate Professionals or the United States Trustee, and not to be publicly filed or shared with
3 anyone else, including Committee members.

4 4. MLG, the Estate Professionals, or the United States Trustee are authorized to file
5 information relating to this dispute only under seal or *in camera* and only:

6 a. after the conclusion of MLG's mediation with the Trustee, if either of those
7 parties commences an adversary proceeding before the Court; or

8 b. if the Trustee files a motion to approve a compromise and the information is
9 required to determine whether the compromise should be approved under FRBP 9019, or if an
10 Estate Professional or the United States Trustee determines that such information is necessary for
11 the Court's determination of another contested matter.

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding.
My business address is:

Saul Ewing LLP, 1888 Century Park East, Suite 1500, Los Angeles, CA 90067

A true and correct copy of the document entitled: **MOTION FOR PROTECTIVE ORDER RE CONFIDENTIAL COMMERCIAL INFORMATION OF MORNING LAW GROUP, P.C.; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATION OF JOSHUA ARMSTRONG IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **June 3, 2024** I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

SEE ATTACHED LIST

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **June 3, 2024**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Hon. Scott C. Clarkson (**By Personal Delivery**)
U.S. Bankruptcy Court, Ronald Reagan Federal Bldg.
411 West Fourth Street, (Bin beside 5th Floor Elevators)
Santa Ana, CA 92701-4593

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

June 3, 2024
Date

Easter A. Santa Maria
Printed Name


Signature

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